

LEWIS BRISBOIS BISGAARD & SMITH LLP

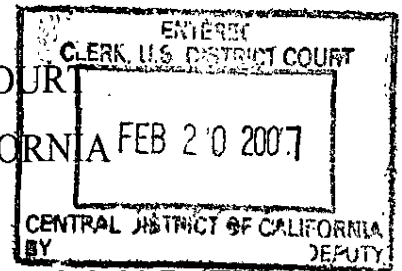
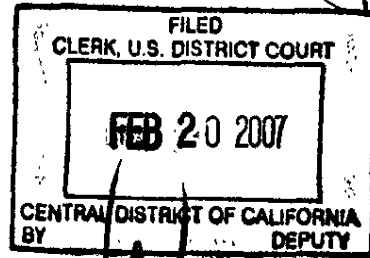
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
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CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA



SENTRY INSURANCE A MUTUAL
COMPANY,

Plaintiff,

v.

WEST AMERICAN RUBBER
COMPANY, LLC,

Defendant.

CASE NO. CV06-6780 R (JWJx)

(The Honorable Manuel L. Real)

**JUDGMENT PURSUANT TO
STIPULATION**

JUDGMENT PURSUANT TO STIPULATION

WHEREAS the parties, Plaintiff Sentry Insurance a Mutual Company
("Sentry") and Defendant West American Rubber Company LLC, having stipulated
for entry of judgment upon the terms specified in said Stipulation for Entry of
Judgment; and good cause appearing therefore:

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1 **IT IS ORDERED, ADJUDGED AND DECREED** that judgment is hereby
2 entered in favor of Sentry Insurance a Mutual Company and against West American
3 Rubber Company LLC in the sum of \$882,030.74 subject to the terms contained in
4 the Stipulation for Entry of Judgment, an executed copy of which is attached as
5 Exhibit "A" hereto.

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8 Dated: Feb. 20, 2007


The Honorable Manuel L. Real

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SCANNED

LEWIS BRISBOIS BISGAARD & SMITH LLP

LANE J. ASHLEY, SB# 073296

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CELIA MOUTES-LEE, SB# 160950

E-Mail: moutes-lee@lbbslaw.com

221 North Figueroa Street, Suite 1200

Los Angeles, California 90012

Telephone: (213) 250-1800

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Attorneys for Plaintiff,
SENTRY INSURANCE, A MUTUAL COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SENTRY INSURANCE A MUTUAL
COMPANY,

Plaintiff,

v.

WEST AMERICAN RUBBER
COMPANY, LLC,

Defendant.

CASE NO. CV06-6780 R (JWJx)

(The Honorable Manuel L. Real)

**STIPULATION FOR ENTRY OF
JUDGMENT**

IT IS HEREBY STIPULATED by and between plaintiff Sentry Insurance a Mutual Company ("Sentry") and defendant West American Rubber Company, LLC, a California limited liability corporation ("WARCO"), that Judgment in the above-entitled action and in the form of the Judgment Pursuant to Stipulation, attached hereto and incorporated herein by this reference, be entered in favor of Sentry and against defendant WARCO for \$882,030.74.

IT IS FURTHER STIPULATED that upon execution of the Stipulated Judgment by the parties, WARCO will remit payment in the amount of two hundred thousand dollars (\$200,000) to Sentry within five (5) days. Thereafter, WARCO will pay the sum of \$25,000 to Sentry on or before the tenth (10th) of each month until the remaining balance owed of \$682,030.74 is fully paid. The monthly repayment

1 obligation of \$25,000 will incept on the first day of the calendar month following,
 2 payment of the sum of \$200,000.

3 **IT IS FURTHER STIPULATED** that during the period of repayment of the
 4 above-referenced amount owed, no interest will accrue on either the amount owed by
 5 WARCO to Sentry or on the \$300,000 held as collateral by Sentry. In the event that
 6 Sentry releases the \$300,000 collateral during the repayment period or any portion
 7 thereof during the period of WARCO's repayment of amounts owed pursuant to the
 8 Judgment, the released collateral will be applied to the remaining balance owed on
 9 the Judgment. Should such payment serve to satisfy the Judgment in its entirety, any
 10 remaining collateral will be returned to WARCO unless otherwise required pursuant
 11 to the Cash Deposit Security Agreement in effect between the parties. Any such
 12 credit will not effect WARCO's obligation to make its \$25,000 payment by the tenth
 13 (10th) of each month on any remaining balance owed on the Judgment.

14 **IT IS FURTHER STIPULATED** that within forty-five (45) days of the entry
 15 of Judgment and upon timely payment by WARCO of \$200,000 and any monthly
 16 payment then due in accordance with the terms of the Judgment, Sentry will report to
 17 WARCO on the \$76,000 credit which WARCO alleges is due and owing from
 18 Sentry, and Sentry will provide information regarding same. Should Sentry
 19 determine that the alleged credit is owed WARCO, the amount of the credit will be
 20 applied by Sentry to the remaining balance owed on the Judgment. Any such credit
 21 will not effect WARCO's obligation to make its \$25,000 payment by the tenth (10th)
 22 of each month.

23 **IT IS FURTHER STIPULATED** that Sentry may record abstracts of
 24 judgment in any county in the state of California upon entry of Judgment and may
 25 file a judgment lien with the California Secretary of State.

26 **IT IS FURTHER STIPULATED** that Sentry will not cause execution to
 27 issue against WARCO, provided that WARCO pay Sentry as required herein. If
 28 WARCO defaults on making the payments as required, Sentry shall notify WARCO

1 in writing of the default and WARCO shall have twenty (20) calendar days thereafter
2 to cure the default. Should a second default occur, Sentry shall notify WARCO in
3 writing of the default and WARCO shall have ten (10) calendar days thereafter to
4 cure the default. For any subsequent default, Sentry shall notify WARCO in writing
5 of the default and WARCO shall have five (5) calendar days thereafter to cure the
6 default. If WARCO fails to cure any default within the subscribed time, Sentry may,
7 without any further notification to WARCO, proceed with having a writ of execution
8 issued and immediately pursue all rights under the Judgment, including but not
9 limited to the seizure and levying of assets, judgment sale, foreclosure, writ of
10 possession, receivership, creditor's suit, and garnishment. Sentry shall be entitled to
11 recovery of its costs and/or attorneys fees in accordance with Federal Rule of Civil
12 Procedure 54, or any other applicable statute.

13 **IT IS FURTHER STIPULATED** that this Stipulation for Entry of Judgment
14 shall constitute a binding and final adjudication of the parties' rights and liabilities in
15 this action, that the Judgment shall become final for all purposes upon entry of the
16 Judgment. Each party to this Stipulation for Entry of Judgment hereby waives any
17 and all rights to appeal, collaterally attack, or otherwise seek to vacate this
18 Stipulation and the Judgment entered pursuant thereto.

19 **IT IS FURTHER STIPULATED** that the parties acknowledge the fact that,
20 in entering into this Stipulation for Entry of Judgment, they are acting of their own
21 volition in reliance on advice of independent counsel, and on their own
22 determination and judgment as to their own interests.

23 **IT IS FURTHER STIPULATED** that the provisions of this Stipulation for
24 Entry of Judgment are severable and in the event any provision or portion of this
25 Stipulation for Entry of Judgment and/or the Judgment entered pursuant hereto is
26 declared illegal or unenforceable, the remainder of this Stipulation for Entry of
27 Judgment and/or Judgment entered pursuant hereto shall be effective and binding on
28 the parties.

SCANNED

1 On entry, the Judgment shall become final and execution may be levied on it
2 immediately.

3 The parties request and agree that this Court shall retain jurisdiction over the
4 parties to enter into the Judgment and to enforce this Stipulation for Entry of
5 Judgment until there is full performance on the terms hereof.

6 DATED: January __, 2007 WEST AMERICAN RUBBER COMPANY, LLC
7

8
9 By: _____

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11 DATED: January 31, 2007 SENTRY INSURANCE A MUTUAL COMPANY
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13 By: Kenneth J. White
14 Assoc. Counsel
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LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

JAN-25-2007 17:28 FROM:LEWIS BRISBOIS

213 680 5162

TO:310 785 0254

P.6/6

SCANNED

1 On entry, the Judgment shall become final and execution may be levied on it
2 immediately.

3 The parties request and agree that this Court shall retain jurisdiction over the
4 parties to enter into the Judgment and to enforce this Stipulation for Entry of
5 Judgment until there is full performance on the terms hereof.

6 DATED: January 7, 2007 WEST AMERICAN RUBBER COMPANY, LLC

7
8
9 By: [Signature]

10
11 DATED: January __, 2007 SENTRY INSURANCE A MUTUAL COMPANY

12
13 By: _____

14
15 IN WITNESS WHEREOF, the parties have executed this Stipulation for
16 Entry of Judgment as of the date set forth below.

17
18 DATED: January __, 2007 LEWIS BRISBOIS BISGAARD & SMITH LLP

19
20 By _____

21 Lane J. Ashley
22 Celia Moutes-Lee
23 Attorneys for Plaintiff
Sentry Insurance a Mutual Company

24 DATED: January __, 2007 THE QUISENBERY LAW FIRM

25
26 By _____

27 John Quisenberry
28 Attorneys for Defendant
West American Rubber Company, LLC

4847-0703-1553.1

-4-

STIPULATION FOR ENTRY OF JUDGMENT

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
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P. 6/6

SCANNED

1 On entry, the Judgment shall become final and execution may be levied on it
2 immediately.

3 The parties request and agree that this Court shall retain jurisdiction over the
4 parties to enter into the Judgment and to enforce this Stipulation for Entry of
5 Judgment until there is full performance on the terms hereof.

6 DATED: January 7, 2007 WEST AMERICAN RUBBER COMPANY, LLC

By: 

11 DATED: January __, 2007 SENTRY INSURANCE A MUTUAL COMPANY

By: _____

15 IN WITNESS WHEREOF, the parties have executed this Stipulation for
16 Entry of Judgment as of the date set forth below.

18 DATED: January __, 2007 LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____

Lane J. Ashley
Celia Montes-Lee
Attorneys for Plaintiff
Sentry Insurance a Mutual Company

24 DATED: January 7, 2007 THE QUISENBERRY LAW FIRM

By: 

Joan Quisenberry
Attorneys for Defendant
West American Rubber Company, LLC

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-3801
TELEPHONE (213) 250-1800

4847-0703-1553.1

-4-

STIPULATION FOR ENTRY OF JUDGMENT

8

SCANNED

1 IN WITNESS WHEREOF, the parties have executed this Stipulation for
2 Entry of Judgment as of the date set forth below.

3
4 DATED: ^{February} ~~January~~ 13, 2007

LEWIS BRISBOIS BISGAARD & SMITH LLP

5
6 By Celia Moutes-Lee
7 Lane J. Ashley
8 Celia Moutes-Lee
9 Attorneys for Plaintiff
Sentry Insurance a Mutual Company

10 DATED: January __, 2007

THE QUISENBERRY LAW FIRM

11
12 By John Quisenberry
13 Attorneys for Defendant
14 West American Rubber Company, LLC

15 IT IS SO ORDERED.

16
17 Dated _____
18 _____ The Honorable Manuel L. Real
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LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

PROOF OF SERVICE

Sentry Insurance v. West American Rubber Co.
File No.: 24731-19

SCANNED

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012.

On February 15, 2007, I served the following document described as:

STIPULATION FOR ENTRY OF JUDGMENT

on all interested parties in this action by placing ☒ a true copy ☐ the original thereof enclosed in sealed envelopes addressed as follows:

John Quisenberry, Esq.
THE QUISENBERRY LAW FIRM
2049 Century Park East
Suite 2200
Los Angeles, CA 90067

☒ (BY MAIL, 1013a, 2015.5 C.C.P.)

☐ I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 15, 2007, at Los Angeles, California.


KIRK D. GILE

LEWIS BRISBOIS BIGGAARD & SMITH LLP

221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

PROOF OF SERVICE

Sentry Insurance v. West American Rubber Co.
File No.: 24731-19

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012.

On February 15, 2007, I served the following document described as:

JUDGMENT PURSUANT TO STIPULATION

on all interested parties in this action by placing ☒ a true copy ☐ the original thereof enclosed in sealed envelopes addressed as follows:

John Quisenberry, Esq.
THE QUISENBERRY LAW FIRM
2049 Century Park East
Suite 2200
Los Angeles, CA 90067

☒ (BY MAIL, 1013a, 2015.5 C.C.P.)

☐ I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 15, 2007, at Los Angeles, California.


KIRK D. GILE

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